

## Workmen's Compensation Takaful Certificate

**WHEREAS** the Certificate Holder (hereinafter called the "Participant") carrying on the Business described in the Schedule and no other for the purpose of this Takaful by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa Takaful Berhad** (hereinafter referred to as the Company) for the Takaful hereinafter contained and has paid or agreed to pay the Contribution consideration for such Takaful.

NOW THIS CERTIFICATE WITNESSES that if at any time during the Period of Takaful any employee in the Participant's immediate service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Participant in the Business and if the Participant shall be liable to pay compensation for such injury either under the Law(s) set below or at Common Law then Subject to the Terms, Provisos, Exclusions and Conditions contained herein or endorsed hereon the Company will indemnify the Participant against all sums for which the Participant shall be so liable and will in addition be responsible for all costs and expenses incurred with its consent in defending any claim for such compensation.

### **Law(s):**

As amended up to the date of commencement of this Certificate  
Workmen's Compensation Act 1952  
Workmen's Compensation (Amendment) Act 1956  
Workmen's Compensation (Amendment) Act 1976  
Modification of Laws (Workmen's Compensation)  
(Extension and Modification) Order 1981  
Workmen's Compensation (Amendment) Act 1996

And any subsequent amendments to the said Act and Enactments made effective prior to the date of issue of the Certificate.

### **Common Law(s):**

Non-statutory and statutory law other than Workmen's Compensation Legislation relating to payment to such compensation as a Court may award to employees proving injury by negligence of the employer; and the expression "Common Law" is deemed to include the Common Law of England insofar as it applies to Malaysia, the Republic of Singapore, and Brunei Darussalam.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefore this Certificate shall remain in force but the liability of the Company shall be limited to such sums as the Company would have been liable to pay if the Law(s) had remained unaltered.

In respect of any claim at Common Law, the liability of the Company for all compensation payable to any claimant or any number of claimants in respect of or arising out of anyone occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause does not exceed the limit of indemnity specified in the Schedule for any one occurrence, and in respect of all personal injury by accident or disease sustained as a result of all occurrences happening during any one Period of Takaful does not exceed the limit of indemnity specified in the Schedule for anyone Period of Takaful.

## Exclusions

The Company shall not be liable under this Certificate in respect of

- (a) any injury by accident or disease directly attributable to :-
  - i) War, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
  - ii) Mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
  - iii) Any "Act of Terrorism".  
For this purpose an "act of terrorism" means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- (b) the Participant's liability to employees of contractors to the Participant

- (c) any employee who is not a "workman" within the meaning of the Law(s)
- (d) any liability of the Participant which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (e) any sum which the Participant would have been entitled to recover from any party but for an agreement between the Participant and such party
- (f) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) ionizing radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.  
For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
  - (ii) nuclear weapons material
- (g) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

### Conditions

This Certificate and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Certificate or of the Schedule shall bear such specific meaning wherever it may appear.

1. Every notice or communication to the Company shall be in writing and sent to the Company from which this Certificate was issued and notice or knowledge of anything relating to this Certificate or any claim hereunder or with reference to any of the property or premises covered hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given. No alteration in the terms of this Certificate, or any endorsement thereon, will be held valid unless the Company has signified its assents thereto in writing.
2. The Participant shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
3. In the event of any occurrence, which may give, rise to a claim under this Certificate the Participant shall give written to the Company as soon as possible or not later than 15 days from the date of occurrence and in any case within 6 weeks after the happening of such occurrence deliver to the Company a statement in writing all particulars and details as may be reasonably required by the Company. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Participant shall have knowledge of any impending prosecution inquest or fatal injury in connection with any such occurrence as aforesaid.
4. No admission offer promise or payment shall be made by or on behalf of the Participant without the consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all such information and assistance as the Company may require.
5. If at the time any claim arises under this Certificate there be any other takaful / insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith
6. The first contribution and all renewal contributions that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Participant to employees during each Period of Takaful. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Participant shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Takaful within one month from the expiry date of such Period of Takaful. If the amount so paid shall differ from the amount on which contribution has been paid the difference in contribution shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
7. This Takaful may be terminated at any time at the request of the Participant, in which case the Company will retain the customary pro rata rate for the time the certificate has been in force. This Takaful may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter or courier to the Participant at his last known address, in which case the Company shall be liable to repay on demand a ratable proportion of the Contribution for the unexpired term from the date of cancellation. Contribution shall be adjusted in accordance with Condition 6.
8. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as

Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this Certificate that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

10. The due observance and fulfillment of the terms, conditions and endorsements of this Certificate by the Participant in so far they relate to anything to be done or not to be done by the Participant and the truth of the statements and answers in the said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Certificate.
11. The Participant agrees to participate in this General Takaful scheme based on the principle of Takaful and to pay the contribution on the basis of Tabarru' (donation) for the purpose of helping each other participants who have suffered tragedy and with this contribution, the Participant is entitled to the Takaful cover as expressed in the terms and conditions of this Takaful contract.

The Participant further agrees that the Participant's contribution be credited into the General Takaful Fund (Fund) and to appoint Etiqa Takaful Berhad (ETB) to invest and manage the Fund according to the principles of Shariah. The Participant also permits ETB to make payment of claims/Takaful benefits, Retakaful, provisions and create reserves based on the guidelines and policies laid down by the authorities, and ETB to be paid a Wakalah Fee based on the following rates:

Commission (maximum)	25% of Contribution
Management expenses	20% of Contribution

At the end of each financial year, the Fund calculates an amount from the difference between contribution and other income, and Wakalah Fees, payment of benefits, Retakaful and provisions for reserve based on guidelines laid down by the relevant authorities. If the calculated amount is a surplus and not a deficit, 10% of the calculated surplus is retained by the Fund as to ensure its long-term viability and the remainder (90% of the calculated surplus) is considered distributable surplus. The 10% of calculated surplus is subject to review on an annual basis.

The Participant agrees that ETB will receive 50% of distributable surplus as incentive for being responsible in operating and managing the Fund while the balance 50% will be reserved for distribution amongst participants subject to the terms of this contract.

The surplus will only be payable to Participants who have not cancelled their Certificates or made any claim prior to the expiry date of their Certificate. The Participant further agrees that if the surplus is less than RM10.00 (Ringgit Malaysia Ten), the surplus is to be credited into a charity fund which will be utilized as 'amal jariah' on behalf of the Participant.

## Clauses

The Following Clauses Are Applicable To This Certificate:

### **JURISDICTION CLAUSE**

The indemnity provided herein shall not apply to:

- (1) compensation for damages in respect of judgments delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within Malaysia.
- (2) costs and expenses of litigation recovered by any claimant from the Participant which are not incurred in and recoverable in Malaysia.

Subject otherwise to the terms, exceptions and conditions of the Certificate.

### **COMMON LAW LIABILITY CLAUSE**

It is hereby declared and agreed that this Certificate cover Common Law up to limit AS STATED IN THE SCHEDULE in respect of anyone claim or series of claims arising out of one event.

### **CONTRIBUTION WARRANTY**

It is fundamental and absolute special condition of this contract of takaful that the Contribution due must be paid and received by the Company within sixty (60) days from the inception date of this Certificate/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata contribution for the period they have been on risk.

Where the Contribution payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and onus of proving that the Contribution payable was received by a person, including a takaful agent, who was not authorized to receive such contribution shall lie on the Company.

Subject otherwise to the terms and conditions of this Certificate.

**Endorsements/ Clauses/ Warranties attaching and forming part of the Certificate (if applicable and stated in the Schedule)**

**ENDORSEMENT 'A' & 'B'**

**Endorsement A**

It is hereby understood and agreed that in the event of any workmen employed by the within Participant's Contractor as referred to in Endorsement "B" hereon or any dependent of such workmen, bringing or making a claim under the Workmen's Compensation Legislation in force in Malaysia against any officer of the Employer for personal injury or death or disease sustained whilst at the work on any Contract covered by the terms and conditions of the within Certificate which the Participant may be carrying out for the said officer or Employer, the Company will indemnify the said Officer or Employer against such claim, and any costs, charges and expenses in respect thereof. Provided always that the Company shall be entitled to have the sole conduct and control of all proceedings connected with claims covered by this endorsement.

Nothing in the endorsement shall be construed as affecting the Participant's right to recover damages in any other way under the said Legislation.

**Endorsement B**

It is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Participant to workmen in the employment of Contractors performing work for the Participant while engaged in the business and occupation in respect of which the within Certificate is granted but only so far as regards claims under the Workmen's Compensation Legislation in force in Malaysia.

Subject otherwise to the terms, exceptions and conditions of this Certificate.

**EMPLOYEE-TO-EMPLOYEE EXTENSION CLAUSE**

If any person under a contract of service or apprenticeship with the Participant shall sustain bodily injury by accident or disease caused during the Period of Takaful and arising out of and in the course of his employment by the Participant in the business stated in the schedule the Company will at the request of the Participant indemnify any other employee of the Participant engaged in such business against liability at law to pay compensation and claimant's cost and expenses in respect of such injury and will in addition pay all costs and expenses incurred with its written consent.

Provided that the employee claiming to be indemnified shall as though he was the Participant observe, fulfill and be subject to the terms of the Certificate insofar as they can apply.

**ENDORSEMENT W.76**

In consideration of contribution being paid on the total earnings of the employees not being workmen within the meaning of the: -

Workmen's Compensation Ordinance 1952  
Workmen's Compensation (Amendment) Act 1956  
Workmen's Compensation (Amendment) Act 1976  
Modification of Law (Workmen's Compensation) (Extension and Modification) Order 1981  
Workmen's Compensation (Amendment) Act 1996

it is hereby agreed that the Company will not in the event of any accident arising out of and in the course of employment to any such employee whilst engaged in the service of the Participant as set forth in the said schedule raised the defense that such employee is not a workman within the meaning of the aforesaid Ordinance.

Subject otherwise to the terms and conditions of the Certificate.

**ENDORSEMENT W.77**

In consideration of contribution being paid on the total earnings of the employees described in the Schedule hereunder, not being workmen as defined in the

Workmen's Compensation Ordinance 1952  
Workmen's Compensation (Amendment) Act 1956  
Workmen's Compensation (Amendment) Act 1976  
Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981  
Workmen's Compensation (Amendment) Act 1996

it is hereby agreed that the within Certificate is extended to indemnify the Participant in respect of his liability at Common Law for accidents to such employees arising out of and in the course of employment.

Subject otherwise to the terms and conditions of the within Certificate.

**ENDORSEMENT W.194**

In consideration of contribution being paid on the total payment to Contractors who contract to provide labor only, it is hereby agreed that in the event of accidents sustained by such Contractors or workmen engaged by such Contractors whilst working under contract with the Participant in connection with the work in respect of which this is granted, the Company will not raise the defense that there is no contract of service between the Participant and such Contractors or workmen engaged by such Contractors.

**ENDORSEMENT W.197**

In consideration of contribution being paid on total payments made to contractor the Company agrees that the defense will not be raised to a claim to compensation under the Workmen's Compensation Laws mentioned in the within certificate and subsequent amendments passed prior to the date of this endorsement that the Contractor is not a workman within the meaning of the said Workmen's Compensation Laws.

Provided always that such compensation shall only be payable where the Contractor or his dependants, as the case may be, agreed to accept it in full satisfaction and discharge of all claims against the Participant.

**ENDORSEMENT W.230**

It is hereby understood and agreed that this Certificate is extended to indemnify any Principal (hereinafter called the Principal) against liability \* under the Law(s) or at Common Law in like manner to the Participant but only so far as concerns the liability of the Principal to employees of the Participant engaged in connection with a contract undertaken by the Participant for the Principal.

Provided always that

- (1) the Company shall not be liable at \*Common Law in respect of any injury by accident or disease due to or resulting from any act default or neglect of the Principal his servants or agents.
- (2) the Principal shall as though he were the Participant observe fulfill and be subject to the terms exceptions and conditions of this Certificate insofar as they can apply.
- (3) the Company shall have full conduct and control of all claims in respect of which indemnify is granted by this Endorsement.

Subject otherwise to the terms, exceptions and conditions of this Certificate.

**ENDORSEMENT W.231**

Notwithstanding anything stated to the contrary in this Certificate, and subject to Condition 6 being deleted it is understood and agreed that if the wages herein stated are less than the actual wages (as defined in the Workmen's Compensation Ordinance currently in force) paid or payable to the workmen hereby insured corresponding to the period of takaful, the liability of the Company in respect of any claim under this certificate shall be proportionately reduced and the Participant shall be considered as his own takaful operator for the difference."

**ENDORSEMENT W60A (AMENDED)**

It is hereby understood and agreed that subject otherwise to the Terms, Exceptions and Conditions of the Certificate the indemnity herein granted is extended to cover the legal liability of the Participant to workmen in the employment of sub-contractors performing work for the Participant while engaged in the business and occupation in respect of which the within certificate is granted, but only so far as regards claims under

Workmen's Compensation Ordinance 1952  
 Workmen's Compensation (Amendment) Act 1956  
 Workmen's Compensation (Amendment) Act 1976  
 Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981  
 Workmen's Compensation (Amendment) Act 1996

Including any subsequent amendments to the said Act and Enactments made effective to the date of this endorsement.

The following Clauses are applicable to this Policy if specified in the schedule:

**M001 MEMO 1**

It is hereby declared and agreed that Condition 6 of this Policy is deemed to be deleted.

**C003 AUTOMATIC ADDITIONS/DELETIONS CLAUSE**

Additional personnel will be automatically held covered under this Certificate provided that notice of each addition be advised by the Participant within 60 days of the date of commencement of employment and the appropriate additional contribution paid. Deletions of lives covered will be similarly effected from the date of termination of their employment

**C004 INCLUSION OF SOCSO WORKERS**

It is hereby agreed and noted that the takaful provided by this certificate shall not be construed by the Participant as an exemption to comply with any statutory obligation, including registration of employees with the Social Security Scheme (SOCSO), where applicable Employee contribution to SOCSO.

It is hereby declared and agreed that in consideration of an additional contribution being paid the takaful of this certificate shall extend to cover employees who are contributing to SOCSO employment injury scheme.

It is further declared and agreed that in the event of any claim for employment injury, the quantum of compensation payable shall be as provided under the Workmen's Compensation Ordinance without the need for labour assessment report from the Government Labour Office.

**C010A LOSS NOTIFICATION CLAUSE**

Notwithstanding anything contained herein to the contrary, it is agreed that this takaful will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Certificate, but limited to 30 days from the date of accident.

Subject otherwise to the terms exceptions and conditions of the Certificate.

**C011 CONTRIBUTION ADJUSTMENT CLAUSE**

The first contribution and all contribution that may be accepted are to be regulated by the amount of wages salaries and allowances paid by the Participant to employees falling within the description Life Covered during each period of takaful. The name of every such employees together with the amount of wages salary and allowances shall be properly recorded and the participant shall at all items allow the Insurers to inspect such records and shall supply the Company/Insurers with a correct account of all such wages salaries allowances paid during any period of Takaful within one month from the expiry date of such period of takaful. If the amount so paid shall differ from the amount on which contribution has been paid the difference in contribution shall met by a further proportionate payment to the company refund by the Company as the case may be.

**C014 CO-TAKAFUL AND LEADER CLAUSE**

It is hereby declared and agreed notwithstanding anything contained in the within Certificate, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following Companies each of which agrees for its individual proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of cover stated in the Schedule the Participant shall sustain loss or damage in the circumstances provided for by this Certificate indemnify the Participant in the manner described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead co-Takaful Operator, is authorised to sign the Certificate/Endorsement/Renewal Receipt.

For all intents and purposes this Certificate shall have effect as though each of the above-mentioned takaful operators/insurance companies had issued a separate certificate/policy for its individual proportion of the sum covered.

<b>C015</b>	<p><b>WORK AWAY RISKS ENDORSEMENT</b></p> <p>It is hereby declared and agreed that this Policy is extended to indemnify the Insured's employees whilst engaged in the Insured's business anywhere in Malaysia.</p> <p>Provided always that the liability of the Insurers under this extension shall not exceed the limits of liability granted under this Policy.</p> <p>Subject otherwise to the terms, exceptions and conditions of the Policy.</p>
<b>C002</b>	<p><b>ENDORSEMENT W.2</b></p> <p>This Certificate does not indemnify the Participant in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power. The expression "woodworking machinery" shall not be deemed to include:-</p> <p>Lathes, Fret-saws, Boring machines, Sanding machines, and Mechanically-driven portable tools applied to the work by hand other than Pendulum and Swing Saws.</p>
<b>W003</b>	<p><b>ENDORSEMENT W.3</b></p> <p>This Certificate does not indemnify the participant in respect of any claim arising in connection with the handling of livestock.</p>
<b>W004</b>	<p><b>ENDORSEMENT W.4</b></p> <p>This Certificate does not indemnify the Participant in respect of any claim arising in connection with erecting or fitting or repair away from the shop or yard of the Participant.</p>
<b>W005</b>	<p><b>ENDORSEMENT W.5</b></p> <p>This certificate does not indemnify the Participant in respect of any claim arising in connection with the making of Tins, Boxes or Cans.</p>
<b>W006</b>	<p><b>ENDORSEMENT W.6</b></p> <p>This certificate does not indemnify the Participant in respect of any claim arising in connection with the delivery of goods whether by hand or otherwise.</p>
<b>W007</b>	<p><b>ENDORSEMENT W.7</b></p> <p>This Certificate does not indemnify the Participant in respect of any claim arising in connection with the carting or delivery of goods or livestock other than by hand or handcart.</p>
<b>W008</b>	<p><b>ENDORSEMENT W.8</b></p> <p>This Certificate does not indemnify the Participant in respect of any claim arising in connection with the use of machinery driven by steam, gas, water, electricity or other mechanical power.</p>
<b>W009</b>	<p><b>ENDORSEMENT W.9</b></p> <p>This certificate does not indemnify the Participant in respect of any sea risk or in respect of any claim arising in connection with the building of craft of other material other than wood.</p>
<b>W010</b>	<p><b>ENDORSEMENT W.10</b></p> <p>This Certificate does not indemnify the Participant in respect of any claim arising in connection with cutting of bark, wood, bamboo, or cane from growth.</p>
<b>W011</b>	<p><b>ENDORSEMENT W.11</b></p> <p>This Certificate does not indemnify the Participant in respect of any claim arising in connection with the manufacture of wire mattresses.</p>
<b>W012</b>	<p><b>ENDORSEMENT W.12</b></p> <p>It is a condition of this certificate that the indemnity granted is in respect of indoor servants only, excluding lift attendants.</p>
<b>W013</b>	<p><b>ENDORSEMENT W.13</b></p>



This Certificate does not indemnify the Participant in respect of any claim arising in connection with

- (a) any work in connection Drilling and Pumping Erection, Repair and Demolition of Rigs, Tanks, Dams, Telegraph or Telephone Lines and Overhead Electric Cables.
- (b) Stevedores and Dock and Pier Labourers.

**W014 ENDORSEMENT W.14**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with

- (a) clay-getting or blasé-getting below 20 feet in depth from surface level
- (b) the construction, repair or demolition of kiln chimneys.

**W015 ENDORSEMENT W.15**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with

- (a) construction, alteration or repair of buildings involving the use of at any stage of mechanically driven machinery other than mortar mills, stone crushers, concrete mixers and friction hoists controlled by a motor with a lifting capacity not exceeding 10 cwt. and hoisting directly from one position only.
- (b) any work of demolition (except the demolition of buildings not exceeding 30 ft. in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out by workmen in the direct employ of the Participant and forms part of a contract for reconstruction, alteration or repair).  
  
N.B. Replacement of damaged parts such as old timber or broken tiles does not come within the meaning of demolishing and reconstructing in respect of buildings of any height.
- (c) construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, docks, railways, canals or tunnels, wells over 20 ft. in depth or any well sinking, other than artesian or tube wells.
- (d) blasting operations, quarrying or sand or gravel getting.

**W016 ENDORSEMENT W.16**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with

- (a) any work of demolition (except the demolition of buildings not exceeding 30 ft. in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out by workmen in the direct employ of the Insured and forms part of a contract for reconstruction, alteration or repair).  
  
N.B. Replacement of damaged parts such as old timber or broken tiles does not come within the meaning of demolishing and reconstructing in respect of buildings of any height.
- (b) construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, docks, railways, canals or tunnels, wells other than artesian or tube wells over 20 ft. in depth from the surface.
- (c) blasting operations, carrying of sand or gravel getting.

**W017 ENDORSEMENT W.17**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with

- (a) any work of demolition on buildings over 30 ft. in height.
- (b) the erection, repair or demolition of towers, steeples, chimney shafts, viaducts or bridges.

- W019**                    **ENDORSEMENT W.19**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the construction alteration demolition or repair of buildings.
- W020**                    **ENDORSEMENT W.20**
- The Company shall not be liable by virtue of this Certificate if at any time the Participant is engaged in film production.
- W022**                    **ENDORSEMENT W.22**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with work on vessels other than vessels at anchorage.
- W023**                    **ENDORSEMENT W.23**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with quarrying or mining.
- W024**                    **ENDORSEMENT W.24**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with dyewood grinding.
- W025**                    **ENDORSEMENT W.25**
- This certificate does not indemnify the Participant in respect of any claim arising in connection with work on
- (a)        Gasholders
  - (b)        Towers
  - (c)        Steeples
  - (d)        Bridges over 30 feet
  - (e)        Viaducts
  - (f)        Blast furnaces
  - (c)        Colliery overhead winding gear.
  - (h)        Roofs of Railway Stations and Aeroplane Sheds exceeding 30 ft. in height from ground level.
- W026**                    **ENDORSEMENT W.26**
- This Certificate. does not indemnify the Participant in respect of any claim arising in connection with the loading and discharging of vessels.
- W027**                    **ENDORSEMENT W.27**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with erection of flags, decorations, tents or marquees.
- W028**                    **ENDORSEMENT W.28**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with employees other than salesmen or buyers.
- W029**                    **ENDORSEMENT W.29**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the handling or treatment of fur or leather.
- W030**                    **ENDORSEMENT W.30**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the handling or treatment of raw skins or hides.
- W031**                    **ENDORSEMENT W.31**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the erection, painting, repairing or demolition of gasholders.

- W032**                    **ENDORSEMENT W.32**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with work other than on residences, offices or shops at a height not exceeding 30 ft. from ground level.
- W033**                    **ENDORSEMENT W.33**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the testing or loading of firearms or cartridges.
- W034**                    **ENDORSEMENT W.34**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with any manufacturing process.
- W035**                    **ENDORSEMENT W.35**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the manufacture of belting for machinery.
- W036**                    **ENDORSEMENT W.36**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the dismantling, breaking up or demolition of buildings, works, plant or machinery of any description.
- W037**                    **ENDORSEMENT W.37**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the manufacture of paper.
- W038**                    **ENDORSEMENT W.38**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the production or refining of mineral oils.
- W039**                    **ENDORSEMENT W.39**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the manufacture of machine made paper, tracing cloth, tracing paper, or waxed paper.
- W041**                    **ENDORSEMENT W.41**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with clay-getting from any quarry or pit, or with clay mining or the construction, repair or demolition of kiln chimneys.
- W045**                    **ENDORSEMENT W.45**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the manufacture of wire ropes.
- W046**                    **ENDORSEMENT W.46**
- It is hereby understood and agreed that this certificate is issued on the express understanding and condition that the participant only makes rope, cord and twine from cotton yarn and does not engage in any work connected with the preparing and spinning of cotton.
- W047**                    **ENDORSEMENT W.47**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the employment of riggers.

**W048****ENDORSEMENT W.48**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with

- (a) loading or discharging of vessels other than coastal vessels not exceeding 1,000 tons and lighters and receiving from or delivering to such vessels whether on dock, quayside or wharf, or otherwise.
- (b) loading, discharging, receiving from or delivering to coastal vessels not exceeding 1,000 tons and lighters by one employer as part of a single operation which includes loading or unloading or receiving from or delivering to vessels other than coastal vessels not exceeding 1,000 tons and lighters.
- (c) lightermen and crew of coastal vessels not exceeding 1,000 tons.

**W049****ENDORSEMENT W.49**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with

- (a) employees receiving from or delivering to vessels or employees on dock, quayside or wharf;
- (b) stevedores or lightermen;
- (c) the carting or delivery of goods other than by hand or handcart.

**W050****ENDORSEMENT W.50**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with

- (a) roof and ceiling work;
- (b) clay-getting from any quarry or pit or clay mining
- (c) any work other than the paving and tiling of floors and interior walls to a height of not more than 8 feet from the floor.

**W051****ENDORSEMENT W.51**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with any work other than the laying of parquet floors.

**W052****ENDORSEMENT W.52**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with wire drawing of any other metal than gold, platinum or silver.

**W053****ENDORSEMENT W.53**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with wire drawing of any metal other than gold, platinum, silver, brass or copper.

**W055****ENDORSEMENT W.55**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with

- (a) the construction of bridges exceeding or designed to exceed in any part when completed 20 ft. in height from road or water level at low tide.
- (b) the construction of bridges built of other material than brick, stone, timber or concrete.

- W056**                    **ENDORSEMENT W.56**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with pit sinking or the construction, alteration or repair of chimney shafts.
- W057**                    **ENDORSEMENT W.57**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with shaft or lift well sinking.
- W058**                    **ENDORSEMENT W.58**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with castings exceeding 28 lbs. in weight.
- W059**                    **ENDORSEMENT W.59**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with sinking or digging of wells other than artesian or tube wells.
- W060**                    **ENDORSEMENT W.60**
- It is hereby understood and agreed that subject otherwise to the Terms, Exceptions and Conditions of the Policy the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of sub-contractors performing work for the Insured while engaged in the business and occupation in respect of which the within policy is granted, but only so far as regards claims under  
The Workmen's Compensation Ordinance 1952  
The Workmen's Compensation (Amendment) Ordinance 1956  
The Workmen's Compensation (Amendment) Act 1976  
Modification of Laws (Workmen's Compensation) (Extension and Modification) Order 1981  
including subsequent amendments to the said Ordinance passed prior to the date of this endorsement.
- W063**                    **ENDORSEMENT W.63**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the direct employment by the Insured of acrobats, gymnasts, trapeze and tight-rope performer's exhibitors of performing animals and persons engaged in turns of an abnormally hazardous and dangerous nature.
- W064**                    **ENDORSEMENT W.64**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with work on board ships.
- W066**                    **ENDORSEMENT W.66**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the building or repair of railway coaches or railway wagons.
- W067**                    **ENDORSEMENT W.67**
- Notwithstanding anything to the contrary contained in the within Certificate the Participant undertakes to make to the Company within one month of the termination of each Period of Takaful a declaration of the maximum number of members of the club covered by the within Certificate during such Period of Takaful and if the total number so declared shall differ from the number in respect of which contribution has been paid, a proportionate additional contribution shall be paid to or a proportionate refund of contribution shall be made by the Company as the case may be.

- W068**                    **ENDORSEMENT W.68**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with
- (a)            quarrying or mining
  - (b)            loading, unloading, carting and all other operations, incidental to quarry work.
  - (c)
- W069**                    **ENDORSEMENT W.69**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with fixing and rigging.
- W070**                    **ENDORSEMENT W.70**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with work involving blasting operations.
- W071**                    **ENDORSEMENT W.71**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with
- (a)            employees receiving from or delivering to vessels or employees on dock quayside or wharf.
  - (b)            stevedores or lightermen.
- W073**                    **ENDORSEMENT W.73**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with work on buildings.
- W074**                    **ENDORSEMENT W.74**
- In consideration of the payment of an additional premium it is hereby understood and agreed that the within Policy is extended to include employees occasionally employed by the insured for Domestic Servants in connection with \*(1) his house or garden (2) stable, or (3) in connection with the Motor Car or Motor Cars owned by him.
- For the purposes of this Insurance the expression "employees occasionally employed" shall not be deemed to include any person regularly employed for more than two days a week whether for the whole or part of the day, or persons employed continuously for more than two months.
- W078**                    **ENDORSEMENT W.78**
- This Certificate does not indemnify the participant in respect of any claim arising in connection with racing pace making or speed trails.
- W079**                    **ENDORSEMENT W.79**
- This certificate does not indemnify the Participant in respect of any claim arising in connection with the repair of Motor Cars.
- W080**                    **ENDORSEMENT W.80**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with tree felling or sawing or carting in connection therewith.
- W081**                    **ENDORSEMENT W.81**
- The Company shall not be liable by virtue of this Certificate if at any time work is undertaken by the use of staging or slings.

- W082**                    **ENDORSEMENT W.82**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with employees engaged in driving.
- W083**                    **ENDORSEMENT W.83**
- This certificate does not indemnify the Participant in respect of any claim arising in connection with
- (a)            the construction, alteration or demolition of buildings;
  - (b)            the construction or alteration of reservoirs filter beds or softening plants;
  - (c)            the sinking or digging of wells;
  - (d)            the use of explosives.
- W084**                    **ENDORSEMENT W.84**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with traveling in aircraft.
- W085**                    **ENDORSEMENT W.85**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with
- (a)            the use of explosives;
  - (b)            the making of sewers or other excavations exceeding in any part a depth of 10 ft. from the surface;
  - (c)            tunneling.
- W086**                    **ENDORSEMENT W.86**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with
- (a)            the use of explosives;
  - (b)            quarrying;
  - (c)            tunnelling.
- W087**                    **ENDORSEMENT W.87**
- The Company shall not be liable by virtue of this Certificate if at any time the Participant engaged in any work other than making toilet soap by remelting and perfuming manufactured soap.
- W088**                    **ENDORSEMENT W.88**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with sign erecting.
- W089**                    **ENDORSEMENT W.89**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with a quarry worked by the Participant.
- W090**                    **ENDORSEMENT W.90**
- It is hereby understood and agreed that if the duties of any employee at a Stone or Slate Dressing or Stone breaking Yard occupied by the Participant take him at any time to a quarry worked by the Participant the total wages of any such employee shall be rated at the rate applicable to the quarrymen.

- W091**                    **ENDORSEMENT W.91**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the cartage of goods.
- W092**                    **ENDORSEMENT W.92**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with wells exceeding a depth of 20 ft. from the surface or in connection with the sinking or digging of wells other than Artesian or Tube wells.
- W094**                    **ENDORSEMENT W.94**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with churches, chapels, cinemas, exhibitions, music halls, public halls and theatres.
- W095**                    **ENDORSEMENT W.95**
- It is hereby understood and agreed that the following words are added to this Certificate:-"Where the contribution is based on the number of employees of the Participant, the Participant shall furnish at expiration of each period of Takaful a statement showing the total number of persons employed during such period and shall pay to the Company any additional contrib. due in respect of the persons so employed."
- W096**                    **ENDORSEMENT W.96**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the employment of professionals.
- W097**                    **ENDORSEMENT W.97**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with fitting, installing, repairing or testing away from the premises of the Participant.
- W100**                    **ENDORSEMENT W.100**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the handling of any unit exceeding 5 cwt. in weight when completed for use.
- W101**                    **ENDORSEMENT W.101**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with any machinery (other than cranes, hoists, lifts or plug mills) driven by steam, gas, water, electricity or other mechanical power.
- W102**                    **ENDORSEMENT W.102**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with
- (a) any work other than that of maintenance or repair;
  - (b) water diversion pile driving dam construction, or work within or behind dams;
  - (c) the removal or fixing of dock gates;
  - (d) the employment of divers or the use of explosives.
- W103**                    **ENDORSEMENT W.103**
- This certificate does not indemnify the Participant in respect of any claim arising in connection with the handling of any unit exceeding 3 h.p. or 5 cwt. in weight when completed for use.



- W111**                    **ENDORSEMENT W.111**
- This certificate does not indemnify the Participant in respect of any claim arising in connection with smelting and rolling.
- W113**                    **ENDORSEMENT W.113**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with employees other than indoor servants.
- W114**                    **ENDORSEMENT W.114**
- It is hereby understood and agreed that this Certificate is issued on the express understanding and condition that none of the employees covered hereunder will at any time fly.
- W115**                    **ENDORSEMENT W.115**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the employment of jockeys, grooms and stable-hands engaged in riding.
- W117**                    **ENDORSEMENT W.117**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with tree felling or sawing or transporting of trees (including timber rafting) in connection therewith.
- W162**                    **ENDORSEMENT W.162**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with any work other than lecturing indoors.
- W166**                    **ENDORSEMENT W.166**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the manufacture of sanitary pipes, drain pipes, stone-ware unglazed flower pots, fireclay goods, roofing and terra-cotta tiles or in connection with clay-getting in any quarry or pit or in connection with the construction, repair or demolition of kiln chimney.
- W169**                    **ENDORSEMENT W.169**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with any work outside buildings.
- W171**                    **ENDORSEMENT W.171**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the breeding or training of non-domestic animals.
- W172**                    **ENDORSEMENT W.172**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with trading on the East Coast of the Peninsular Malaysia beyond 30 miles from Singapore during the monsoon period 1st November to 31st March.
- W173**                    **ENDORSEMENT W.173**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the crews of launches and other craft used other than in Inland Waterways or within Harbour Limits.

- W174**                    **ENDORSEMENT W.174**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with castings exceeding 1 ton in weight.
- W175**                    **ENDORSEMENT W.175**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with slating, roof or ceiling tiling, dismantling, breaking up or demolition of buildings, works, plant or machinery of any description or loading or discharging vessels.
- W176**                    **ENDORSEMENT W.176**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the use of machinery other than stone crushers, mortar mills and concrete mixers.
- W177**                    **ENDORSEMENT W.177**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the sinking of wells other than by precast concrete well wall.
- W179**                    **ENDORSEMENT W.179**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the erection of pylons and gantries of a height exceeding 30 ft.
- W180**                    **ENDORSEMENT W.180**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with tree-felling or sawing and carting in connection therewith with the exception of light felling work incidental to maintenance or the destruction of pests and diseases.
- W181**                    **ENDORSEMENT W.181**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the climbing of trees for nuts or toddy collection.
- W182**                    **ENDORSEMENT W.182**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the preserving and canning of fruits.
- W183**                    **ENDORSEMENT W.183**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with timber felling, burning or piling of trees other than rubber trees on Rubber Estates.
- W184**                    **ENDORSEMENT W.184**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with work more than 4 miles away from land.
- W188**                    **ENDORSEMENT W.188**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with horse-racing.
- W189**                    **ENDORSEMENT W.189**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the manufacture of paint involving the use of red or white lead.

- W190**                    **ENDORSEMENT W.190**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the sinking of shafts and the opening up or driving of levels and slants.
- W191**                    **ENDORSEMENT W.191**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with work at a height exceeding 30 ft.
- W192**                    **ENDORSEMENT W.192**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with felling sawing or carting of trees other than light trees not exceeding 20 ft. in height to be used for scaffolding or carrying poles.
- W198**                    **ENDORSEMENT W.198**
- The Company shall not be liable by virtue of this Cert time the Participant undertakes any work involving blasting operations.
- W199**                    **ENDORSEMENT W.199**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with
- (a)            sinking or digging wells.
  - (b)            any work on in or about wells which exceed a depth of 20 ft. from            the surface.
- W201**                    **ENDORSEMENT W.201**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the printing of daily newspapers or the manufacture of paper.
- W202**                    **ENDORSEMENT W.202**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the building or repairing of iron steel and concrete vessels other than vessels not exceeding 1,000 tons gross measurement and Tin Dredges.
- W204**                    **ENDORSEMENT W.204**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with any work in jungle.
- W205**                    **ENDORSEMENT W.205**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the manufacture or bottling of carbonated minerals or carbonated fruit drinks.
- W206**                    **ENDORSEMENT W.206**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the use of twakows, lighters, barges and other cargo carrying craft beyond harbour limits or inland waters.
- W207**                    **ENDORSEMENT W.207**
- The Company shall not be liable by virtue of this certificate if at any time the participant engages in any manufacturing process other than Soap.

- W214**                    **ENDORSEMENT W.214**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the supply of electricity by hydro-electric generating stations.
- W215**                    **ENDORSEMENT W.215**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with horse riding or motor vehicle riding.
- W217**                    **ENDORSEMENT W.217**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with maintenance or repair work on aircraft equipment or installation.
- W218**                    **ENDORSEMENT W.218**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with crews of vessels other than those trading in Peninsular Malaysia Coastal Waters and to or from East Coast of Sumatra and Rhio Archipelago.
- W219**                    **ENDORSEMENT W.219**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with crews of vessels other than those trading in Peninsular Malaysia Coastal Waters and to or from East Coast of Sumatra and Rhio Archipelago or within East Malaysia Coastal Limits.
- W220**                    **ENDORSEMENT W.220**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with crews of vessels other than those trading in Peninsular Malaysia Coastal Waters and to or from Coast of Sumatra and Rhio Archipelago, East Malaysia, Thailand, Cambodia, Vietnam, West Coast of Sumatra and Java.
- W221**                    **ENDORSEMENT W.221**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with crews in wooden vessels.
- W222**                    **ENDORSEMENT W.222**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with the carriage of cargo.
- W223**                    **ENDORSEMENT W.223**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with any work in Harvesting.
- W224**                    **ENDORSEMENT W.224**
- The Company shall not be liable by virtue of this certificate if at any time the Participant is engaged in protecting carrying of Cash.
- W225**                    **ENDORSEMENT W.225**
- This Certificate does not indemnify the Participant in respect of any claim arising in connection with fishing on the East Coast of Peninsular Malaysia beyond 30 miles from Singapore during the monsoon period 1<sup>st</sup> November to 31<sup>st</sup> March or within East Malaysia Coastal Limits during the Lunda Period 1<sup>st</sup> October to 31<sup>st</sup> March.

**W226**

**ENDORSEMENT W.226**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with crews of fishing vessels other than those operating in Peninsular Malaysia Coastal Waters and to or from East Coast of Sumatra and Rhio Archipelago or within East Malaysia Coasta Limits.

**W227**

**ENDORSEMENT W.227**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with crews of fishing vessels other than those operating in Peninsular Malaysia Coastal Waters and to or from East Coast of Sumatra and Rhio Archipelago, East Malaysia, Thailand, Cambodia, Vietnam, West Coast of Sumatra and Java.

**W228**

**ENDORSEMENT W.228**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with crews on wooden fishing vessels.

**W229**

**ENDORSEMENT W.229**

This Certificate does not indemnify the Participant in respect of any claim arising in connection with climbing and the use of ladders during harvesting.

## Important Notice

The Financial Mediation Bureau (FMB) and BNM's Customer Services Bureau (CSB) provide alternative avenues for members of the public to seek redress against unfair market practices.

### **PROCEDURE FOR COMPLAINT TO FMB**

Any Participant who is not satisfied with the decision of the senior management of an Takaful Company, may write to the "Mediator, Takaful Division of FMB", giving details of the dispute, the name of the Takaful Company and the Certificate number.

Copies of the correspondence between the Participant and the Takaful Company may be sent to facilitate tracing the case file kept by the Takaful Company.

If the Mediator makes an award against an Takaful Company, the Participant is required to inform the Mediator whether he accepts the award within fourteen (14) days, so that the Takaful Company can be informed of the Participant decision.

There is no appeal procedure within the FMB. If the Participant does not want to accept the award, he may reject the decision of the Mediator and he is free to institute Court proceedings against the Takaful Company or refer it to Arbitration.

The FMB is not responsible for handling payment following the decision of the Mediator. The Takaful Company when informed of the acceptance of the award is required to remit the amount direct to the claimant within thirty (30) days.

At present, there is no fee or charge for the services provided by FMB. The contact address is as follows:

#### **Financial Mediation Bureau (FMB)**

**Level 25, Main Block**

**Menara Takaful Malaysia**

**No. 4, Jalan Sultan Sulaiman**

**50000 Kuala Lumpur**

**Telephone Number: 03 2272 2811**

**Facsimile Number: 03 2272 1577**

**E-mail: [enquiry@fmb.org.my](mailto:enquiry@fmb.org.my)**

**Website: [www.fmb.org.my](http://www.fmb.org.my)**

### **PROCEDURE FOR COMPLAINT TO CSB**

Any Participant or claimant who is not satisfied with the conduct of the Takaful Company may write to CSB, giving details of the complaint, the name of Takaful Company and Certificate number or the Claim number.

Copies of the correspondence (if any) between the Participant or the Claimant and the Takaful Company may also be sent to facilitate tracing the case file kept by the Takaful Company.

The contact details are as follows:

**Director**

**Jabatan LINK dan Pejabat Wilayah**

**Bank Negara Malaysia**

**P. O. Box 10922**

**50929 Kuala Lumpur**

**Telephone Number: 1 300 88 5465**

**Facsimile Number: 03 2174 1515**

**E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)**

## Our Commitment To High Standard Of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

**Head, CustomerService**

**Level 4, Tower C, Dataran Maybank**

**No. 1, Jalan Maarof**

**59000 Kuala Lumpur, Malaysia**

**Telephone Number: 1300 13 8888 or +603 2780 4500**

**Facsimile Number: 03 2785 3093**

**E-mail: [cmu@etiqa.com.my](mailto:cmu@etiqa.com.my)**